

19. In addition to the irreparable harm that plaintiff will incur if the injunction is not granted, there is no immediate benefit to defendant in their immediate possession of the property.

20. The current litigation has been an on-going dispute for over three years. The plaintiffs are and continue to be ready, willing and able to purchase the property. In fact, plaintiffs never intended to default under this contract. The dispute is and remains to be the reduction of the purchase price based upon the defendant's false representations of acreage from the alleged 77 acres to 60 acres.

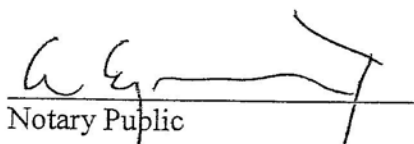
21. My attorney advises me that based upon the contract, there certainly is a prima facie case made and that considering we have been ready, willing and able to purchase, and have been in possession of the premises under the occupancy agreement for three years, there is a high likelihood of success in this action. Once again, without a temporary restraining order and preliminary injunction, the status quo will not be preserved and the monies that we have expended in improvements and enhancements, the down payment delivered and the lives of over 100 children will be affected. If the defendants threatened actions to bring summary proceedings in the local court of Cochection and physically bar the plaintiff, its guests and invitees from the premises is followed through on, any subsequent determination without an injunction to maintain the status quo will be moot.

WHEREFORE, it is respectfully requested that an order be entered issuing a preliminary injunction pendente lite and permanent injunction as well as temporary restraining order forbidding defendants from all acts of interference while plaintiff remains in rightful possession of the premises as contract vendee

and for a preliminary injunction pendente lite and permanent injunction as well as temporary restraining order forbidding defendants to commence a summary proceeding against plaintiff in the Town Court of Cohecton, as it is an improper procedure.

  
\_\_\_\_\_  
Jack Lefkowitz

Sworn on to before me this 25<sup>th</sup>  
Day of June, 2007.

  
\_\_\_\_\_  
Notary Public

**ABRAHAM BACKENROTH**  
Notary Public, State of New York  
No. 02BA5037729  
Qualified in Kings County  
Commission Expires January 1, 2011

### INDEX OF EXHIBITS

EXHIBIT A: Copy of summons and Complaint

EXHIBIT B: Copy of Contract of Sale

EXHIBIT C: Assignment from Plaintiff Aron Fixler to Plaintiff  
Match Ephraim, LLC

EXHIBIT D: Copy of Use and Occupancy Agreement

EXHIBIT E: Time is of the Essence Letter

EXHIBIT F: Copy of Order from United States Bankruptcy Court, Southern  
District of New York

EXHIBIT G: Copy of Ten Day Notice to Quit and Vacate

